

McCormick, Barstow, Sheppard,  
Wayte & Carruth LLP  
Douglas Beard, #0073759  
*Douglas.beard@mccormickbarstow.com*  
Scripps Center, Suite 1050  
312 Walnut Street  
Cincinnati, Ohio 45202  
Telephone: (513) 762-7520  
Facsimile: (513) 762-7521

Attorney for JOHN ZWEIGLE

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

SWITCHBACK GROUP, INC.,

Plaintiff,

v.

JOHN ZWEIGLE, dba Design Services

Defendant.

Case No. 5:14-Cv-1022

**DECLARATION OF JOHN ZWEIGLE IN  
SUPPORT OF MOTION TO DISMISS  
FOR LACK OF PERSONAL  
JURISDICTION**

I, John Zweigle, declare as follows:

1. I am the Defendant in this action and submit this declaration based on my personal knowledge. I am a resident of California and have never resided in Ohio.

2. I am submitting this declaration in support of a motion to dismiss for lack of personal jurisdiction.

3. I have been in the design and manufacturing business for over thirty-five (35) years. Prior to 2007, I owned and operated my own design and manufacturing business and worked for various design and manufacturing businesses in California and Texas. At no time prior to 2007 did I solicit any business or perform any services in Ohio on behalf of my own company or any of the companies I worked for. In fact, other than changing planes during a layover, prior to 2007, I had

1 never been to Ohio.

2 4. In approximately September or October of 2007, I met at my California facility with  
3 the principals of plaintiff Switchback Group, Inc. As a result of this meeting, Switchback retained me  
4 to perform design and related services for Switchback and its customers.

5 5. While I agreed to perform services for Switchback in 2007, we agreed that I could  
6 continue to operate my existing business.

7 6. Between late 2007 and late 2012, I performed services for Switchback. During this  
8 time, I continued to reside in California and performed the vast majority of my work for Switchback  
9 from my home office in California. During this time, I traveled to Switchback's Ohio facility on  
10 average approximately 2-3 times per year to work on Switchback machines.

11 7. In late 2012, both Switchback and I wanted to amend our agreement. As such, I met  
12 with Switchback management in Ohio on December 2012 for the purpose of amending the agreement.  
13 During this meeting, Switchback agreed to increase my compensation. We further agreed that I could  
14 continue operating outside of Switchback as Design Services. From the time I amended my agreement  
15 with Switchback until the time I ceased working with Switchback, I continued working from my  
16 California home office. In fact, the meeting in Ohio in December 2012 was the last time I was  
17 physically present in Ohio.

18 8. Other than dealings with Switchback, at no time did or have I or Design Services ever  
19 solicited or transacted business in Ohio.

20 9. My relationship with Switchback terminated in May 2014. Since leaving Switchback, I  
21 have not solicited or transacted any business in Ohio. Rather, I went to work for and am employed  
22 by a regional design services company. My current employer is located in California and provides  
23 services in the western United States. To my knowledge, my current employer has not solicited or  
24 transacted any business in Ohio during the time I have worked there.

25 10. In short, I have not traveled to Ohio since December 2012. Further, since leaving  
26 Switchback I have not solicited or transacted any business in the State of Ohio. Throughout my career,  
27 the only contacts I had to Ohio were through my work at Switchback.

28 11. It would be an overwhelming burden for me to have to litigate this matter in Ohio. As a

1 relatively new employee of my employer, any time that I would need to spend away from California  
 2 to deal with this case could jeopardize my employment. In addition, at my current salary, it would be  
 3 financially disastrous if I needed to travel back and forth to and stay in Ohio for any duration of time  
 4 during this litigation.

5 12. In contrast, I understand and believe that Switchback is a national company, which is  
 6 part of a commercial conglomerate of three other corporations employing in excess of 20 people with  
 7 gross revenues of more than \$3,000,000 per year.

8 13. In Plaintiff's Amended Complaint, they allege that I "continue to sell and market  
 9 services in Ohio." The allegation is false. I have not sold or marketed services in Ohio since I left  
 10 **Swtichback and, when I did sell or market services in Ohio during my relationship with**  
 11 **Switchback, such sales and marketing efforts were on behalf of Switchback.**

12 14. Plaintiff's Amended Complaint further alleges that I have "over many years  
 13 continuously and systematically transacted business in Ohio by regularly travelling to Ohio and by  
 14 transacting business in the state." This allegation is also false. The only connection and involvement  
 15 **I have ever had with Ohio was a direct consequence of my relationship with Switchback from**  
 16 **2007-2014.** Prior to 2007 I did no business and had never visited Ohio. Since leaving Swithback, I  
 17 have not visited Ohio or solicited or transacted business there.

18 15. Plaintiff's Amended Complaint alleges that I have "continuous and systematic contacts  
 19 with Ohio." The allegation is false. I have lived in California continuously, and without  
 20 **interruption, from 2003 to the present time.** I have never resided in Ohio or had my principal place  
 21 of business there.

22 16. I declare under penalty of perjury under the laws of the State of California that the  
 23 foregoing is true and correct and that this Declaration was executed by me on this 23rd day of  
 24 December, 2014, in Fresno, California.

12/23/2014 13:37

(FAX)

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By:



John Zweigle